

Fill in this information to identify your case:

United States Bankruptcy Court for the:

WESTERN DISTRICT OF TEXAS, EL PASO DIVISION

Case number (if known) _____ Chapter 11☐ Check if this an amended filingOfficial Form 201**Voluntary Petition for Non-Individuals Filing for Bankruptcy**

06/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

| | | |
|--|---|---|
| 1. Debtor's name | <u>ENCO Properties, LLC</u> | |
| <hr/> | | |
| 2. All other names debtor used in the last 8 years Include any assumed names, trade names and doing business as names | <u>DBA Sunset Village at 716 W. Yandell</u> <u>DBA Sunset Village</u> <u>DBA Sunset Village at 415 W. Yandell</u> | |
| <hr/> | | |
| 3. Debtor's federal Employer Identification Number (EIN) | <u>0274</u> | |
| <hr/> | | |
| 4. Debtor's address | Principal place of business | Mailing address, if different from principal place of business |
| | <u>1011 N Mesa St</u> <u>El Paso, TX 79902</u> Number, Street, City, State & ZIP Code <u>El Paso</u> County | <u>PO Box 920753</u> <u>El Paso, TX 79902</u> P.O. Box, Number, Street, City, State & ZIP Code Location of principal assets, if different from principal place of business <u>415 and 716 W. Yandell Drive El Paso, TX 79902</u> Number, Street, City, State & ZIP Code |
| <hr/> | | |
| 5. Debtor's website (URL) | <u></u> | |
| <hr/> | | |
| 6. Type of debtor | <input checked="" type="checkbox"/> Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP)) <input type="checkbox"/> Partnership (excluding LLP) <input type="checkbox"/> Other. Specify: _____ | |
| <hr/> | | |

Debtor ENCO Properties, LLC
Name

Case number (if known) _____

7. Describe debtor's business**A. Check one:**

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.

5311**8. Under which chapter of the Bankruptcy Code is the debtor filing?****Check one:**

- ☐ Chapter 7
- ☐ Chapter 9
- ☒ Chapter 11. **Check all that apply:**

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☒ The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, **and it chooses to proceed under Subchapter V of Chapter 11.** If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

- ☒ No.
- ☐ Yes.

If more than 2 cases, attach a separate list.

| | | | | | |
|----------|-------|------|-------|-------------|-------|
| District | _____ | When | _____ | Case number | _____ |
| District | _____ | When | _____ | Case number | _____ |

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

- ☒ No
- ☐ Yes.

List all cases. If more than 1, attach a separate list

| | | | |
|----------|-------|-----------------------|-------|
| Debtor | _____ | Relationship | _____ |
| District | _____ | Case number, if known | _____ |

Debtor ENCO Properties, LLC
Name

Case number (if known) _____

11. Why is the case filed in this district?

Check all that apply:

- ☒ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- ☐ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?☒ No☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.**Why does the property need immediate attention?** (Check all that apply.)☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard? _____

☐ It needs to be physically secured or protected from the weather.☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).☐ Other _____**Where is the property?** _____

Number, Street, City, State & ZIP Code

Is the property insured?☐ No☐ Yes. Insurance agency _____

Contact name _____

Phone _____

Statistical and administrative information**13. Debtor's estimation of available funds**

Check one:

- ☒ Funds will be available for distribution to unsecured creditors.
- ☐ After any administrative expenses are paid, no funds will be available to unsecured creditors.

14. Estimated number of creditors☒ 1-49☐ 50-99☐ 100-199☐ 200-999☐ 1,000-5,000☐ 5001-10,000☐ 10,001-25,000☐ 25,001-50,000☐ 50,001-100,000☐ More than 100,000**15. Estimated Assets**☐ \$0 - \$50,000☐ \$50,001 - \$100,000☐ \$100,001 - \$500,000☐ \$500,001 - \$1 million☒ \$1,000,001 - \$10 million☐ \$10,000,001 - \$50 million☐ \$50,000,001 - \$100 million☐ \$100,000,001 - \$500 million☐ \$500,000,001 - \$1 billion☐ \$1,000,000,001 - \$10 billion☐ \$10,000,000,001 - \$50 billion☐ More than \$50 billion**16. Estimated liabilities**☐ \$0 - \$50,000☐ \$50,001 - \$100,000☐ \$100,001 - \$500,000☐ \$500,001 - \$1 million☒ \$1,000,001 - \$10 million☐ \$10,000,001 - \$50 million☐ \$50,000,001 - \$100 million☐ \$100,000,001 - \$500 million☐ \$500,000,001 - \$1 billion☐ \$1,000,000,001 - \$10 billion☐ \$10,000,000,001 - \$50 billion☐ More than \$50 billion

Debtor ENCO Properties, LLC Case number (if known) _____
Name

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**17. Declaration and signature
of authorized
representative of debtor**

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on December 29, 2023
MM / DD / YYYY

X /s/ Nora I. Herrera
 Signature of authorized representative of debtor

Nora I. Herrera
 Printed name

Title Manager

18. Signature of attorney **X** /s/ James Jopling
 Signature of attorney for debtor

Date December 29, 2023
MM / DD / YYYY

James Jopling 00796849
 Printed name

Jim Jopling, Attorney at Law
 Firm name

521 Texas Ave Ste 102
El Paso, TX 79901
 Number, Street, City, State & ZIP Code

Contact phone (915) 541-6099 Email address jim@joplinglaw.com

00796849 TX
 Bar number and State

**UNANIMOUS CONSENT OF THE MANAGERS OF
ENCO PROPERTIES, LLC**

The undersigned being all of the managers of ENCO Properties, LLC, a Texas Limited Liability Company (hereinafter “corporation”), acting without a meeting pursuant to the Business Corporation Act of the State of Texas, do hereby unanimously adopt the following resolutions with the same force and effect as if they had been adopted at duly called regular meetings of the managers, directors, and shareholders of ENCO Properties, LLC.

RESOLVED, that in view of the adverse financial condition of this corporation, this corporation file a reorganization proceeding under Chapter 11 Subchapter V of the Bankruptcy Code.

FURTHER RESOLVED, that Nora Herrera, as Manager of this corporation is authorized to sign the bankruptcy documents and to do all things necessary and proper in the course of the bankruptcy proceedings to effectuate an orderly plan of reorganization including, but not limited to, retaining the services of Jim K. Jopling, attorney at law.

EXECUTED as of the 29th day of December, 2023.

/s/ Nora Herrera
Nora Herrera, Manager
ENCO Properties, LLC

IN THE UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
EL PASO DIVISION

STATEMENT

Petitioner is qualified to file this Petition and is entitled to the benefits of Title 11, United States Code, as a voluntary debtor, having not been a debtor in a case pending under this Title at any time in the preceding 180 days in which the case was dismissed by the Court for willful failure to abide by orders of the Court, or to appear before the Court in the proper prosecution of the case, or in a case where the voluntary dismissal of the case was requested and obtained following the filing of a request for relief from the automatic stay provided by section 362 of Title 11, United States Code.

ENCO Properties, LLC

/s/ Nora I. Herrera

By Nora I. Herrera,
Its Manager

B2030 (Form 2030) (12/15)

United States Bankruptcy Court
Western District of Texas, El Paso Division

In re ENCO Properties, LLC

Debtor(s)

Case No.

Chapter

11

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

☐ **FLAT FEE**

For legal services, I have agreed to accept \$ _____

Prior to the filing of this statement I have received \$ _____

Balance Due \$ _____

☒ **RETAINER**

For legal services, I have agreed to accept and received a retainer of \$ 11,738.00

The undersigned shall bill against the retainer at an hourly rate of \$ 275.00

[Or attach firm hourly rate schedule.] Debtor(s) have agreed to pay all Court approved fees and expenses exceeding the amount of the retainer.

2. The source of the compensation paid to me was:

☐ Debtor ☒ Other (specify): Affiliate company of Debtor

3. The source of compensation to be paid to me is:

☒ Debtor ☐ Other (specify):

4. ☐ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

☒ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached. **Fees shared with E.P. "Bud" Kirk in accordance with the attached engagement agreement**

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
- c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
- d. Representation of the debtor in adversary proceedings and other contested bankruptcy matters;
- e. [Other provisions as needed]

6. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

Any adversary proceedings (if applicable) to accomplish a turnover, avoid a transfer, or litigate dischargeability or discharge. Also, the fees do not cover any services necessary to cure post petition defaults to secured creditors.

In re ENCO Properties, LLC
Debtor(s)

Case No. _____

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)
(Continuation Sheet)

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

December 29, 2023

Date

/s/ James Jopling

James Jopling 00796849

Signature of Attorney

Jim Jopling, Attorney at Law

521 Texas Ave Ste 102

El Paso, TX 79901

(915) 541-6099 Fax:

jim@joplinglaw.com

Name of law firm

ENGAGEMENT AND RETAINER AGREEMENT

Client: ENCO Properties, LLC
PO Box 920753
El Paso, TX 79902

Matter: Chapter 11 Bankruptcy with Subchapter V Election

Hourly fee: Jim K. Jopling: \$275 / hour
E.P. Bud Kirk: \$125 / hour
Both attorneys working on same task: \$325 / hour total
(\$200 / hour to Jim K. Jopling & \$125 / hour to Bud Kirk)
Paralegal: \$125 / hour

Retainer: \$11,738

James “Jim” K. Jopling, Attorney at Law, (“Attorney”) hereby agrees to provide legal services to Client with regard to the matter indicated above.

Associated attorney. Client consents and agrees that Jim K. Jopling will associate with attorney E.P. “Bud” Kirk. Client consents to Jim K. Jopling and E.P. “Bud” Kirk working on this case together and dividing fees according to the hourly rates indicated above.

Fees and costs. This contract contemplates the prosecution of a Chapter 11 bankruptcy case. Client understands and agrees that client will be responsible for reimbursing Attorney for any and all costs and expenses incurred. The minimum billing increment for both Attorney time and paralegal time will be 6 minutes (1/10 of one hour).

Retainer. The retainer required under this Contract is an advance on fees and costs. Upon receipt by Attorney from client of the retainer indicated above, Attorney will commence work on client’s case. This contract has no force or effect until the retainer is received. The retainer will be deposited in Attorney’s trust account, also known as an IOLTA or “Interest on Lawyer’s Trust Account.” Client understands that client will not earn any interest on funds deposited into the IOLTA. Client hereby authorizes Attorney to pay invoices for attorney’s fees, costs and expenses out of the IOLTA upon delivery of an invoice to the Client, before filing the bankruptcy petition. Attorney will account to Client for all IOLTA funds. Non-retainer IOLTA funds will not be accounted for on invoices, but will be accounted for on a separate document. Unused retainer funds, if any, will be refunded to Client when Attorney closes the Client’s file. Attorney fees and costs, incurred after the date of the bankruptcy petition, will be paid on a quarterly basis and upon approval by the Bankruptcy Court of interim applications for allowance of payment of fees and expenses. As soon as each interim application is approved by order of the Court, it is the intention of Attorney and the Client that the approved fee invoices be paid immediately. Client is to make periodic payments into Attorney’s IOLTA, so that as fees and expenses are approved by the Court, there will be money on hand to pay the approved amounts. Client will make such payments monthly, unless otherwise agreed by Attorney and Client, in an amount to which Attorney and

Client will agree at a later date.

Definitions, general terms and conditions.

"Attorney services" includes, but is not limited to, analyzing facts of individual situations and applying those facts to the law; conducting legal research to determine the legal status of the facts and issues pertinent to client's case; formulating theories of law that will aid the achievement of a particular goal; imparting legal advice; meeting and conferring with client or witnesses in person or over the telephone; appearing in court as client's representative; drafting and filing pleadings, schedules, motions or other documents with a court; responding to motions, contested and otherwise, filed by trustees, creditors or other parties; negotiating with creditors, trustees or their counsel; working with experts and third-party professionals; and other activities normally associated with the practice of law in general and the prosecution of a Chapter 11 bankruptcy case in particular. These other activities include, but are not necessarily limited to the items checked below:

- ☒ Giving Client legal advice with respect to its powers and duties as Debtor-in-Possession and the continued operation of its business and management of its properties;
- ☒ Reviewing the various contracts heretofore entered by Client and to determine which contracts should be rejected and assumed;
- ☐ Representing the Client in collection of its accounts receivable, if needed.
- ☒ Preparing on behalf of Client necessary Schedules, Statements, Applications, and Answers, Orders, Reports, and other legal documents required for reorganization;
- ☒ Assisting the Client in formulation and negotiation of a Plan with its creditors in these proceedings.
- ☒ Reviewing all presently pending litigation in which Client is a participant, recommending settlement of such litigation which the attorney deems to be in the best interest of the estate, and making an appearance as lead trial counsel in all litigation which the attorney believes should be continued, if needed;
- ☒ Reviewing the transactions of Client prior to the filing of the Chapter 11 proceedings to determine what further litigation, if any, pursuant to the Bankruptcy Code, or otherwise, should be filed on behalf of the estate;
- ☒ Examining all tax claims filed against Client, contesting any excessive amounts claimed therein, and structuring a payment of the allowed taxes which conforms to the Bankruptcy Code and Rules; and
- ☒ Performing all other legal services of the Client, as Debtor-in-Possession, which may be necessary herein.

This Contract does not include tax advice, wealth management services, wealth preservation or asset protection planning services, tax avoidance services or benefits preservation services. This Contract does not include any representation with respect to guarantees or warranties regarding

fitness or marketability of title for any real or personal property made subject of this case.

"Paralegal services" includes, but is not limited to, drafting legal documents; compiling and analyzing client documents; conducting legal research to obtain background knowledge of the law; Shepardizing or otherwise updating law; drafting preliminary memoranda of law; investigating cases; running errands; sorting, filing, copying and collating documents; preparing documents for mailing and other purely clerical tasks; and any and all other activities normally associated with the work of a law clerk or paralegal.

"Expenses" includes, but is not limited to, postage, photocopy services, parking, long distance telephone charges, overnight delivery fees, and mileage. In the event that travel is required and private transportation is not possible, client will be charged for necessary expenditures on airfare, taxis, rental cars, and hotel accommodations. Out-of-pocket expenses for meals while traveling will also be charged to client, but time spent on meals will not be counted as billable time, unless the principal purpose of the meal is the conduct of business. All expenses incurred by Attorney will be billed to client in their exact amount without surcharge. Any discounts on such items will be passed along to client in full.

"Costs" includes, but is not limited to, fees for court filings and service of process.

In the event of nonpayment, Attorney shall have the right to withdraw from further representation, subject to court permission, if necessary. Attorney shall withdraw if client discharges him. Notice of discharge should be communicated to Attorney in writing. If permission for withdrawal from employment is required by the rules of the court in client's case which is pending, Attorney shall withdraw upon receiving the permission of the court.

Attorney is hereby authorized to enter into any and all settlement negotiations on behalf of those whom Attorney represents as the Attorney deems appropriate. No settlement of any nature shall be made without the complete approval of the Client, unless such approval is imposed by the Court; nor shall the Client obtain any settlement without the complete approval of the Attorney.

Client shall keep the Attorney advised of his/her whereabouts at all times, and provide the Attorney with any changes of address, phone number or business affiliation during the time period which Attorney's services are required, and shall comply with all reasonable requests of the Attorney in connection with the preparation and presentation of the aforesaid representation. Client understands and agrees that the legal proceedings in this case will require client's presence in court and at Attorney's office, sometimes with little advance notice. Client agrees to be available during those time necessary to successfully complete the prosecution of this case.

In the event of withdrawal, termination, or modification of this agreement, amounts or services owed to Attorney for services performed prior to that date must be paid unless prohibited by law, and the relevant provisions of this agreement remain in full force and effect. All of client's documents will be returned to client together with the unearned portion of client's advance, if any, and Attorney will take interim steps to protect client's legal interests until client has had a reasonable opportunity to obtain substitute counsel. In the event Attorney is compelled to intervene in a pending lawsuit or initiate any subsequent lawsuit in order to recover unpaid fees,

costs, or expenses, client agrees to pay all attorney's fees, costs, and expenses incurred by Attorney in taking such action.

Texas Law to Apply. This Contract shall be construed under and in accordance with the laws of the State of Texas, and the rights, duties and obligations of Client and of Attorney regarding Attorney's representation of Client and regarding anything addressed in this Contract shall be governed by the laws of the State of Texas.

Disputes and Arbitration.

In the event Attorney is compelled to intervene in a pending lawsuit or initiate any subsequent lawsuit in order to recover unpaid fees, costs, or expenses, client agrees to pay all attorney's fees, costs, and expenses incurred by Attorney in taking such action.

ANY AND ALL DISPUTES, CONTROVERSIES, CLAIMS OR DEMANDS, ARISING OUT OF OR RELATING TO THIS CONTRACT OR ANY PROVISION HEREOF, THE PROVIDING OF SERVICES BY ATTORNEY OR ASSOCIATED ATTORNEYS TO CLIENTS, OR IN ANY WAY RELATING TO THE RELATIONSHIP BETWEEN ATTORNEY AND CLIENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, AT LAW OR IN EQUITY, FOR DAMAGES OR ANY OTHER RELIEF, SHALL BE RESOLVED BY BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT, IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES THEN IN EFFECT WITH THE AMERICAN ARBITRATION ASSOCIATION. ANY SUCH ARBITRATION PROCEEDING SHALL BE CONDUCTED IN EL PASO COUNTY, TEXAS. THIS ARBITRATION PROVISION SHALL BE ENFORCEABLE IN EITHER STATE OR FEDERAL COURT IN EL PASO COUNTY, TEXAS, PURSUANT TO THE SUBSTANTIVE FEDERAL LAWS ESTABLISHED BY THE FEDERAL ARBITRATION ACT. ANY PARTY TO ANY AWARD RENDERED IN SUCH ARBITRATION PROCEEDING MAY SEEK A JUDGMENT UPON THE AWARD AND THAT JUDGMENT MAY BE ENTERED BY ANY STATE OR FEDERAL COURT IN EL PASO COUNTY, TEAXS, HAVING JURISDICTION.

Parties Bound. This Contract shall be binding upon and inure to the benefit of the Client and Attorney and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Legal Construction. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded. This Contract constitutes the sole and only Contract of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the subject matter herein.

Withdrawal.

Attorney shall have the right to withdraw from representing Client if Attorney concludes that Attorney should not continue as Client's attorney for one or more of the following reasons: Client fails to cooperate as required herein; Client fails to respond to requests, correspondence or phone calls; Client fails to follow Attorney's advice on a material matter; Client moves without providing Attorney the Client's forwarding address and phone number; Client commits a material breach of this Contract; Client refuses to accept what, in the opinion of Attorney, is a reasonable offer of settlement; Client personally seeks to pursue an illegal course of conduct; Client insists that Attorney pursue a course of conduct that is illegal or that is prohibited under the attorney disciplinary rules; Client insists upon presenting a claim or defense that is not warranted under existing law and cannot be supported by a good faith argument for an extension, modification or reversal of existing law; Client renders it unreasonably difficult for Attorney to carry out his employment; Client insists that Attorney engage in conduct that is contrary to Attorney's own judgment and advice; Attorney would suffer an unreasonable financial burden by continuing to represent Client; Attorney determines that it is not feasible to pursue the above-referenced matter on the Client's behalf; and, where continued service by Attorney would or might be unlawful, unethical, impractical or ineffective. In any event, Client understands that Attorney may terminate the Contract after ten (10) days written notice to Client. If Attorney elects to withdraw for any reason, Client agrees to take all steps necessary to free Attorney of Attorney's obligation to perform further, including the execution of any documents necessary to complete Attorney's withdrawal from representing Client. If Client so desires, Attorney will make a reasonable offer to locate substitute counsel. However, if substitute counsel has not been located within ten (10) days, Client nonetheless agrees that appropriate papers allowing Attorney to withdraw may be filed. If Attorney elects to withdraw under this paragraph, Attorney will have the right to have all expenses paid by Attorney and all fees incurred by Attorney to the date of withdrawal.

Attorney shall withdraw if Client discharges him by notification in writing. If permission for withdrawal from employment is required by the rules of the court in which Client's case is pending, Attorney shall withdraw upon receiving the permission of the court. In the event of termination by Client, Client will still be responsible for the above-described attorney's fees and payment of expenses.

Client Documents.

At the conclusion of Attorney's representation of Client, Client is obligated to advise Attorney as to which, if any, of the documents in Attorney's files, or the files of associated attorneys working on the case, that Client wishes Attorney to turn over to Client. Upon the expiration of 30 days following the conclusion of Attorney's representation of Client, if Client has not so advised Attorney regarding Client's documents, Attorney may destroy Client's original documents, provided that Attorney has made electronic copies. Otherwise, Attorney will retain any remaining documents in Attorney's files for a period of three (3) years, after which Attorney may destroy the documents without making electronic copies, unless Attorney is required by Court rules to maintain the documents for a longer period of time. By signing below, Client hereby grants permission to Attorney to destroy Client's documents in accordance with the schedule stated hereinabove.

Other funds placed in IOLTA. In the event that funds are placed into Attorney's IOLTA which do not constitute a retainer paid by Client, whether by agreement or by order of the Court, Client agrees to reimburse Attorney for all fees associated with the transfer, deposit and withdrawal of these funds. This includes merchant bank fees.

Modifications to be in Writing. This Contract may be modified only by Client and Attorney by mutual agreement in writing, except as provided in the paragraph entitled "Retainer" above.

Representations. Client represents and warrants that client has had the opportunity to read this Contract; and that client has voluntarily entered into this Contract with full awareness of its terms and conditions.

Privacy Policy Notice. Attorneys, like other professionals who advise on personal financial matters, are required by a federal law (the Gramm-Leach-Bliley Act) to inform their clients of their policies regarding privacy of client information. Attorneys have been, and continue to be, bound by professional standards of confidentiality that are even more stringent than those required by this law. Therefore, we have always protected our clients' right to privacy. In the course of representing our clients, we receive all manner of significant personal financial information from them. As a client of the firm, you are advised that all information we receive from you will be held in confidence and not released to outside persons, except as agreed to by you or as required under applicable law. We retain records relating to professional services that we provide so as to assist our clients with their professional needs and, in some cases, to comply with professional guidelines. To guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

Special Provisions.

In compliance with Section 81.079 of the Texas Government Code, I wish to advise you as follows:

THE STATE BAR OF TEXAS INVESTIGATES AND PROSECUTES PROFESSIONAL MISCONDUCT COMMITTED BY TEXAS ATTORNEYS. ALTHOUGH NOT EVERY COMPLAINT AGAINST OR DISPUTE WITH THE LAWYER INVOLVES PROFESSIONAL MISCONDUCT, THE STATE BAR'S OFFICE OF GENERAL COUNSEL WILL PROVIDE YOU WITH INFORMATION ABOUT HOW TO FILE A COMPLAINT. FOR INFORMATION, PLEASE CALL 1-800-932-1900 THIS IS A TOLL FREE NUMBER.

Jim Jopling observes and follows, to the fullest extent possible, the Texas Lawyer's Creed—a Mandate for Professionalism. As such, a copy is being provided for your review.

By signing below, Client represents that the Client understands that an attorney cannot guarantee a successful result in Client's case, and that neither Jim Jopling nor any other attorney working with him has made such statement to Client.

PLEASE READ CAREFULLY BEFORE SIGNING

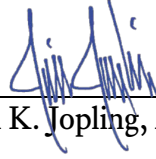


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ENCO Properties, LLC
By Nora I. Herrera
Its Manager

12/29/2023

Date



Jim K. Jopling, Attorney at Law

12/29/2023

Date

IN THE UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
EL PASO DIVISION

NOTICE REGARDING SCHEDULES AND STATEMENT OF FINANCIAL AFFAIRS

This is an emergency filing. Schedules and a Statement of Financial Affairs will be filed within 14 days of the filing of the Emergency Voluntary Petition.

/s/ Jim K. Jopling

Jim K. Jopling

Texas Bar No. 00796849

Attorney for Debtor

Fill in this information to identify the case:

Debtor name ENCO Properties, LLC
 United States Bankruptcy Court for the: WESTERN DISTRICT OF TEXAS,
EL PASO DIVISION
 Case number (if known): _____

☐ Check if this is an
 amended filing

Official Form 204**Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders****12/15**

A list of creditors holding the 20 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 20 largest unsecured claims.

| Name of creditor and complete mailing address, including zip code | Name, telephone number and email address of creditor contact | Nature of claim (for example, trade debts, bank loans, professional services, and government contracts) | Indicate if claim is contingent, unliquidated, or disputed | Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim. | | |
|---|--|---|--|--|---|-----------------|
| | | | | Total claim, if partially secured | Deduction for value of collateral or setoff | Unsecured claim |
| Aggie Choi 6695 Regency Stone Way Las Vegas, NV 89148 | | | | | | \$75,000.00 |
| Vantage Bank Texas 1801 S 2nd St McAllen, TX 78503 | | Notice only | Disputed | | | \$0.00 |

Fill in this information to identify the case:

Debtor name ENCO Properties, LLC

United States Bankruptcy Court for the: WESTERN DISTRICT OF TEXAS, EL PASO DIVISION

Case number (if known) _____

☐ Check if this is an amended filing

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets—Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ Amended Schedule _____
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ☐ Other document that requires a declaration _____

I declare under penalty of perjury that the foregoing is true and correct.

Executed on December 29, 2023

X /s/ Nora I. Herrera

Signature of individual signing on behalf of debtor

Nora I. Herrera

Printed name

Manager

Position or relationship to debtor

**United States Bankruptcy Court
Western District of Texas, El Paso Division**

In re ENCO Properties, LLC

Debtor(s)

Case No.

Chapter

11

VERIFICATION OF CREDITOR MATRIX

I, the Manager of the corporation named as the debtor in this case, hereby verify that the attached list of creditors is true and correct to the best of my knowledge.

Date: December 29, 2023

/s/ Nora I. Herrera

Nora I. Herrera/Manager

Signer/Title

Aggie Choi
6695 Regency Stone Way
Las Vegas, NV 89148

Bank of Texas
500 N Mesa St
El Paso, TX 79901

Dax D. Voss
Field Manning Stone Aycock PC
2112 Indiana
Lubbock, TX 79410

Ernesto Herrera
PO Box 920753
El Paso, TX 79902

Internal Revenue Service
Advisory Consolidated Receipts
7940 Kentucky Dr, Stop 2850F
Florence, KY 41042

Internal Revenue Service
Centralized Insolvency Office
PO Box 7346
Philadelphia, PA 19101-7346

Merwan N. Bhatti
Mounce Green Myers Safi Paxson & Galatza
PO Box 1977
El Paso, TX 79999-1977

Michael McGurk
Walsh McGurk Cordova Nixon, PLLC
Edinburg, TX 78539

Nora Herrera
PO Box 920753
El Paso, TX 79902

U.S. Trustee
615 E Houston St Ste. 533
San Antonio, TX 78205-2055

United States Attorney
Civil Process Clerk - Internal Revenue S
601 NW Loop 410 Ste 600
San Antonio, TX 78216

Vantage Bank Texas
1801 S 2nd St
McAllen, TX 78503

Weststar Bank
601 N. Mesa St., Suite 1100
El Paso, TX 79901